

SOLICITATION NUMBER TIRNO-04-R-00017
PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

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G.1 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data for obligations under the contract will be set forth on individual task orders.

G.2 CONTRACTING OFFICER

(a) The Contracting Officer (CO) has the overall responsibility for the administration of this contract. He/she alone, without right of delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the Contracting Officer may delegate certain other responsibilities to his/her authorized representative(s), the Lead Contracting Office's Technical Representative (Lead COTR) and the Contracting Office's Technical Representative (COTR).

(b) The Contracting Officer's authorized representative hereinafter referred to as the Contracting Officer's Technical Representative (COTR) for this contract will be identified for the Contractor. The COTR will be identified by the Contracting Officer's written designation.

G.3 LEAD CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

(a) The Lead Contracting Officer's Technical Representative (Lead COTR) provides technical and procedural support to TIPSS-3 customers. The TIPSS-3 Lead COTR is also responsible for oversight of the TIPSS-3 contracts and reporting to IRS Management on the progress of TIPSS-3 tasks.

(b) The Lead COTR is the individual within the IRS TIPSS-3 Office who has overall responsibility for all tasks under the contract. The Lead COTR supports the COTR and the Contracting Officer in contract administration by:

- (1) Making final decisions regarding any recommended rejection of deliverables;
- (2) Providing technical clarification relative to overall contractual workload matters;
- (3) Assisting the COTR in reviewing all data supporting costs requested for reimbursement by the Contractor;
- (4) Facilitating communication between the COTR, CO and the Contractor by

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initiating regular status meetings to identify issues and to work toward their resolution;

(5) Assisting the CO and COTR in identifying the need for task order modifications to make the task orders comply with new Treasury and IRS requirements;

(6) Assisting the COTR with developing requests for task order modifications;

(7) Providing training to the COTR in the proper monitoring of task orders;

(8) Providing guidance to the COTR on technical and procedural issues and assisting the COTR in finding the correct resources to resolve other issues;

(9) Assisting the CO and Contractor in prioritizing work to meet the requirements of the COTRs;

(10) Identifying trends among task orders that require attention by the Contractor or CO; and

(11) Reporting to IRS management on the status of task orders.

(c) The Lead COTR, in providing technical clarification to the Contractor, shall not engage in any activity which:

(1) Constitutes an assignment of work outside the general scope of the Contractor task order(s);

(2) Constitutes a change as defined in the "Changes" clause of this contract;

(3) In any way causes an increase or decrease in the total estimated contract cost or the time required for task order or contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract or task order(s); or

(5) Suspends or terminates any task order issued thereunder, settles any claim or dispute arising under the contract, or issues any unilateral directive whatsoever.

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G.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- (a) The COTR is responsible for monitoring the cost and schedule for a task order, reviewing and approving task order deliverables or work products, and providing technical information to the Contractor.
- (b) Performance of the work under a task order is subject to the technical direction of the COTR. The term technical direction is defined to include the following:
- (1) Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, fills in details, or otherwise serves to accomplish the purposes of the contract and task orders;
 - (2) Provide advice and guidance to the Contractor in the preparation of deliverable products and services; and
 - (3) Provide acceptance of deliverable products to assure task order compliance.
- (c) Technical direction will be within the scope of the Statement of Work for the task order. The COTR does not have the authority to and may not issue any technical direction which:
- (1) Constitutes assignment of work outside the general scope of the contract or task order;
 - (2) Constitutes a change as defined in the "Changes" clause of the contract;
 - (3) In any way causes an increase or decrease in total estimated cost or the time required for task order performance;
 - (4) Changes any of the expressed terms, conditions, or other requirements of the contract or task order; or
 - (5) Suspends or terminates the contract or any task order issued thereunder, settles any claim or dispute arising under the contract, or issues any unilateral directive whatsoever.
- (d) All technical direction will be issued in writing by the COTR. A copy of the written direction will be furnished to the Contracting Officer and to the Contractor.
- (e) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this clause and within the

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COTR's authority under the provisions of this clause.

(f) If, in the opinion of the Contractor, any instruction or direction issued by the COTR is not within one of the categories as defined in paragraph (c) of this section, the Contractor shall not proceed but shall notify the Contracting Officer in writing within twenty-four hours after receipt of any instruction or direction. The Contracting Officer will issue an appropriate contract modification or advise the Contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or technical direction issued by the COTR may result in an unnecessary delay in the Contractor's performance and may even result in the Contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction of technical direction or upon the contract action to be taken with respect thereto is subject to FAR 52.233-1, "Disputes".

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COTR will:

- (1) Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the Contracting Officer changes in requirements;
- (2) Assist the Contractor in the resolution of technical problems encountered during performance;
- (3) Review all costs requested for reimbursement by the Contractor and submit to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract;
- (4) Perform inspection and acceptance or recommendation for rejection of Contractor deliverables, identifying deficiencies in delivered items or services, and providing supporting documentation to the Lead COTR. (NOTE: This does not replace any other quality assurance inspection requirements that are specified elsewhere in the contract/task order.)

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G.5 REMITTANCE ADDRESS

Offeror shall indicate in the space provided below the address which payment should be mailed if different from the offeror's address: (To be completed at time of contract award.)

G.6 METHOD OF PAYMENT

(a) All payments by IRS under this contract shall be made by electronic funds transfer (EFT) through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database in accordance with the requirements of the clause 52.232-33 (Oct 2003), "Payment by Electronic Funds Transfer – Central Contractor Registration".

The Contractor shall complete and submit a Standard Form (SF) 3881, ACH Vendor/Miscellaneous Payment Enrollment Form", subject to the "Code of Federal Regulations (CFR)", (Title 31 CFR Part 210), to the address identified at contract award.

(b) The date of payment by electronic funds transfer shall be hereby considered the date that payment is made.

G.7 VOUCHER/PAYMENT

For purposes of reference, the Standard Form (SF) 1034/1035, "Public Voucher for Purchases and Services Other Than Personal" as required below shall be considered the Contractor's voucher for the period, and shall be accompanied by detailed cost data sufficient to support all costs claimed. Submittal of 1034's/1035's with proper detailed supporting documentation as described herein will be considered an adequate basis for the Contracting Officer to judge whether or not the costs invoiced are allowable, allocable, and reasonable. However, the Contracting Officer may request, and the

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Contractor shall furnish any other supporting documentation deemed necessary by the Contracting Officer to complete processing of any vouchers. In addition, the Contractor may, at its option, and consistent with its own billing practices, submit a voucher on its own letterhead as a supplement to the 1034/1035 and supporting documentation.

The term "billing" will henceforth be generically used to represent the total monthly claim for reimbursement, inclusive of the 1034/1035, supporting documentation, and Contractor voucher, if submitted.

Though IRS will function as the executive agency for this contract, payments under task orders fulfilling needs of organizations outside of IRS will be made by the agency receiving the services. Each task order will specify the address to which billings shall be sent.

The Contractor shall submit billings no more frequently than once monthly. Payment for actual work and services rendered under a given task order will be made on a monthly and provisional basis in accordance with the clause entitled, "Allowable Cost and Payment", FAR 52.216-7 (Dec 2002). As part of its monthly billings, the Contractor shall render separate vouchers for each task order under which it claims reimbursement during the applicable billing period.

In addition, a monthly contract-level summary consolidating the separate task order level vouchers, as directly submitted to each payment office, shall be furnished on Contractor letterhead concurrently to the Contracting Officer. All contract-level summaries shall be stamped "For Information Purposes Only-Not For Payment".

G.7.1 GENERAL REQUIREMENTS

In addition to other contract requirements, the Contractor shall submit Standard Form 1034 or 1034(A) and 1035 or 1035(A) entitled "Public Voucher for Purchases and Services Other Than Personal" concurrently with the voucher and/or payment voucher, in the same number of copies as the voucher and/or payment voucher, to this accounting office listed below:

FOR INTERNAL REVENUE SERVICE:

Internal Revenue Service, Administrative Services Center
Beckley Finance Center – OS:CFO:I:BFC
Post Office Box 9002
110 N. Heber Street
Beckley, WV 25802-9002

OR, as provided per awarded individual task orders for the Department of the

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Treasury and other Treasury Bureaus.

One copy of each voucher shall be submitted to the Contracting Officer, COTR and the Lead COTR marked "information only". All copies will contain the same information including direct and indirect information. The vendor shall include all detailed costs including travel, subcontract and other direct cost items and the fully loaded bottom line total. The Standard Form (SF) 1034 and Standard Form (SF) 1035 are available from the Superintendent of Documents, United States Government Printing Office located in Washington, DC 20402.

All Continuation Sheets shall be submitted as directed by the Contracting Officer if additional information is required. All information will be filled in as specified on the form, including the following information:

- (a) Voucher Number: Show the numerical sequence number of the voucher submitted for the specified task order. The first voucher submitted to the addressee will begin with the number "1" and the next voucher submitted to that addressee(s) will be number "2" and so forth, throughout the life of the contract. Each voucher shall reference the applicable task order number.
- (b) U. S. Department, Bureau, or Establishment and Location: The Contractor is to complete all information in this block in relation to the designated payment office.
- (c) Date Voucher Prepared: Show the mailing date to the paying office.
- (d) Contract Number: Show the contract number.
- (e) Requisition Number and Date: Show the requisition number of the task order that is funding the contract payment and period of performance.
- (f) Payee's Name and Address: Show the complete address of the company, including the ZIP Code.
- (g) Number and Date of Order: Show the number and date of the task order funding this payment.
- (h) Date of Delivery or Service: Show the beginning and ending period for which the service was performed or the Task or service was completed.
- (i) Article or Services: Show a synopsis of the articles delivered and/or services completed. There is no need to go into detail on this form provided adequate supporting documentation as described below is provided.

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- (j) Amount: Show the total amount requested for this payment.
- (k) The Contractor must include their Employer Identification Number for other entities on each voucher submitted for payment under this contract. This information is required to comply with requirements to file Internal Revenue Service Information returns pursuant to the Internal Revenue Code. Vouchers received that do not include the required information will be returned to the Contractor without payment. (Note: This information should be entered in the address block on the voucher).

**G.7.2 STANDARD FORM (SF) 1035 REQUIREMENTS FOR OTHER THAN
FIXED PRICE TASK ORDERS**

On Standard Form (SF) 1035 or other appropriate format of the Contractor's choosing, the following additional supporting documentation is required:

- (a) Task order Number and Title of Project: List the full title of the task order and the task order Number performed under the contract.
- (b) COTR: Include name and address of the COTR for task order including office code and phone number.
- (c) Task Order Amount: Insert the total estimated cost of the contract or task order, as applicable, exclusive of fixed fee.
- (d) Fixed Fee: Insert total fixed fee for the contract or task order, as applicable.
- (e) Billing Period: Insert the beginning and ending dates of the period during which costs were incurred and for which reimbursement is claimed.
- (f) Direct Costs: Insert the major cost elements as follows:

(1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows (names of individuals being billed should be specified):

Labor Category	Name	Current Hours	Cumulative Hours	Unburdened Rate
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(2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used, indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.

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(3) Hardware/Software/ODCs. List those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule;

(4) Materials, Supplies, or Other Expendable Items. These are consumable materials, supplies, and equipment other than that described in (3) above.

(5) Premium Pay. This is remuneration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)

(6) Consultant's Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the IRS approval (if not specifically approved in the original contract.)

(7) Travel. Domestic travel is travel within the U.S., its territories, possessions, and Canada. All costs associated with each trip must be shown in the following format:

Date of Travel	Traveler Name	Destination From/To	Purpose	Cost
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(Costs for travel should be broken up into public conveyance, per diem, other, with supporting documentation included.)

(8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period. (If a cost type subcontract is executed, then the cost detail associated with that subcontract approximating that required herein for the prime contract must be submitted.)

(9) Other. List all Other Direct Costs by cost element and dollar amount separately.

(g) Indirect Costs - Overhead. Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.

(h) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The Contractor may bill for fixed fee only up to 85% of total fee.

(i) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustments, and total amount for the period.

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(j) Cumulative Amount from Inception to Date of Current Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.

(k) Total Amounts Claimed. Insert the total amounts claimed for the current and cumulative periods.

(l) Adjustments. This includes cumulative amounts billed that have been suspended or disallowed.

(m) Grand Totals.

NOTE: The Government may require electronic submission of vouchers. This submission shall be made in an ASCII format with details to be determined at a later date.

G.8 SEGREGATION OF COST BY TASK ORDER

For voucher preparation and billing purposes, the Contractor agrees to segregate costs according to task orders in addition to requirements for segregation of cost by contract.

(End of Section)